

AGREEMENT

THIS AGREEMENT, made this 20th day of February, 1952, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated State, and the CITY OF TEMPE, a Municipal Corporation in the County of Maricopa, Arizona, acting by and through its Mayor, thereunto duly authorized hereinafter designated City.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that traffic signals be installed at the intersection of Mill Avenue and 5th Street, Mill Avenue and 8th Street, Mill Avenue and 10th Street and 13th Street and College Avenue in the City of Tempe, Arizona, which intersections are a part of the State Highway System situated on U.S. Route 60, 70, 80 and 89, and

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the installation of the said traffic signals each in the manner and to the extent hereinafter stated, and

WHEREAS, ample funds have been provided and set aside by the State in A.F.E. 6017 to defray the State's share of the cost of the work, which is estimated at \$14,000.00, and

WHEREAS, it is the desire of the parties hereto to set out in writing their understandings and agreements pursuant to which the said work shall be performed, completed and paid for.

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To furnish all labor and equipment necessary to install in a good and workmanlike manner, in accordance with the plans and specifications attached hereto and the Standard Specifications of the Arizona Highway Department, Edition of 1948, applicable, all the materials and apparatus necessary for a complete and functioning traffic signal system including

concrete work, excavation and backfill.

2. To provide and set aside sufficient funds to defray City's share of the cost of the work.

3. To start the preparatory work at such time as will cause no delay in the installation of the said materials and apparatus and to prosecute the work diligently to a satisfactory completion.

4. To provide and set aside each year sufficient funds for the operation and maintenance of said traffic signal system in a satisfactory workable condition until such time as, by mutual agreement, such maintenance is no longer necessary nor desirable.

ARTICLE II

IN CONSIDERATION of the covenants of the City herein contained and the faithful performance thereof, the State agrees:

1. To furnish and deliver f.o.b. City Yard in Tempe, Arizona, all materials and apparatus necessary for a complete and functioning traffic signal system except concrete and pavement work.

2. To furnish and provide during the installation period only engineering inspection and service at no expense to City.

ARTICLE III

IN CONSIDERATION of the premises, it is mutually agreed:


1. It is specifically understood and agreed that the State is bound by this agreement only to furnish and deliver certain materials and apparatus, all as hereinbefore mentioned and that the City in the installation of the traffic signals and work necessary thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
the day and year first above written.

STATE OF ARIZONA

R. C. PERKINS
State Highway Engineer

By:


R. D. CANFIELD
Deputy State Engineer

CITY OF TEMPE

By:


Mayor